

**Bidding Requirements, Contract Forms and Conditions of the Contract**  
**ADDENDUM**  
**Section 00900**

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**ADDENDUM No. 4**

Date October 11, 2016

City of Austin

Project Name: Taylor Lane 0.1 MGD Wastewater Treatment Project

C.I.P. No. 3353.095 IFB No.: IEB6100 CLMC600

This Addendum forms a part of the Contract and corrects or modifies original Bid Documents, dated September 5, 2016. Acknowledge receipt of this addendum in space provided on bid form. Failure to do so may subject bidder to disqualification.

**A. Project Manual Revisions:**

1. Section 00020, Invitation for Bids, remove and replace with attached  
Bid due date has changed
2. Section 00300L, Bid Form (Lump Sum), remove and replace with attached  
Contract time increased

**B. Drawing Revisions:**

None

This addendum consists of 7 page(s)/sheet(s).

*Charles Claus*

10-11-16

Approved by City Project Manager

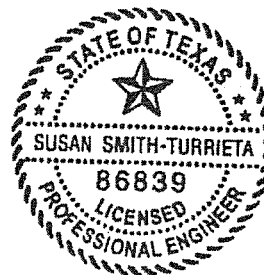
*[Signature]*

Approved by OWNER

*Susan Turrieta*

Approved by ENGINEER/ARCHITECT

**END**



**Bidding Requirements, Contract Forms and Conditions of the Contract**  
**INVITATION FOR BIDS**  
Section 00020

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Following is a summary of information for this Project. Bidder is cautioned to refer to other sections of the Project Manual, Drawings and Addenda (Bid Documents) for further details.

The Club Deal 120, hereafter called OWNER, is requesting sealed written Bids for furnishing all labor, materials, equipment, supervision, and incidentals, and for performing all Work required for the following Project:

Taylor Lane 0.1 MGD Wastewater Treatment Plant Project

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Located at: 7535 Taylor Lane, Austin, TX 78653

CIP ID# 3353.095

IFB# 6100 CLMC600

The Work consists of furnishing all tools, labor, materials, equipment, and miscellaneous items necessary for the complete construction of 0.1 MGD average daily flow steel package wastewater treatment plant, filter unit, chemical feed systems, chlorine contact basin, cascade outfall structure, 24-inch diameter gravity outfall, outfall structure, yard piping, electrical controls, security fencing, and HMAC pavement as described in the Contract Documents.

Bid Documents may be obtained at One Texas Center, 505 Barton Springs Road, Ste. 1045-B, Austin, TX 78704. Copies will be available in CD format at no cost.

At the time Bid Documents are obtained, Bidder must provide a working e-mail address, so that they will receive any addenda or clarification issued by the Owner.

Sealed Bids will be received at the Capital Contracting Office, One Texas Center, 505 Barton Springs Rd., Suite 1045-C, Austin, Texas 78704 and then publicly opened and read aloud in the SUITE 1045-C, Congress Conference Room.

**ALL BIDS ARE DUE PRIOR TO (Austin time) 10-20-16 9:00 am.**

**ALL COMPLIANCE PLANS ARE DUE PRIOR TO (Austin time) 10-20-16 1:00 pm.**

**BIDS WILL BE OPENED AT (Austin time) 10-20-16 1:00 pm.**

**ALL BIDS AND COMPLIANCE PLANS NOT RECEIVED PRIOR TO THE DATE AND TIME SET FORTH ABOVE WILL NOT BE ACCEPTED FOR CONSIDERATION.** The time stamp clock in SUITE 1045-C is the time of record and is verified with [www.time.gov](http://www.time.gov), the official U.S. time.

All CONTRACTORS must be registered to do business with OWNER prior to the Contract Award. All Subcontractors must be registered with the OWNER prior to execution of a contract. Prime Contractors are responsible for ensuring that their Subcontractors are registered as vendors with the City of Austin. Registration can be done through the OWNER's on-line Vendor Registration system. Log onto <https://www.ci.austin.tx.us/vss/Advantage> and follow the directions.

All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapter 2-9-A of the City Code, as amended. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) or Disadvantaged Business Enterprises (DBEs) full opportunity to participate in all City contracts. Goals for MBE/WBE or DBE participation are stated for each solicitation. Information on achieving the goals or documenting good faith efforts to achieve the goals are contained in the MBE/WBE Procurement Program Package or DBE Procurement Program Package attached to the solicitation. When goals are established, Bidders are required to complete and return the MBE/WBE or DBE Compliance Plan with their Bid. If a Compliance Plan is not submitted prior to the date and time set forth in the solicitation, the Bid will not be accepted for consideration. (See Section 00820 for MBE/WBE requirements on "no goal" solicitations.)

All Bids shall be accompanied by an acceptable Bid guaranty in an amount of not less than five percent (5%) of the total Bid, as specified in Section 00100, Instructions To Bidders.

Performance and payment bonds when required shall be executed on forms furnished by OWNER. Each bond shall be issued in an amount of one hundred percent (100%) of the Contract Amount by a solvent corporate surety company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by OWNER pursuant to applicable law.

Minimum insurance requirements are specified in Section 00810, Supplemental General Conditions.

Minimum wage rates have been established and are specified in Section 00830, Wage Rates and Payroll Reporting.

Contract Time is of the essence and all Work shall be substantially completed within 240 Calendar Days after date specified in the Notice to Proceed, in accordance with the Bid Form, Section 00300. Final completion shall be achieved within 30 Calendar Days after substantial completion. Liquidated damages are \$1,000 per Calendar Day for failure to substantially complete the work and \$1,000 per Calendar Day for failure to achieve final completion within 30 Calendar Days after substantial completion, in accordance with the Bid Form, Section 00300.

OWNER reserves the right to reject any or all Bids and to waive any minor informality in any Bid or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Bid).

A mandatory Pre-Bid Conference will be held on 09-14-16 at 10:00 am  
(date) (time)

(Austin time) at Austin Water Utility 625 E 10th Street, Austin, TX 78701, Suite 104  
(location)

Austin, Texas. Attendance is mandatory unless otherwise stated. Bidders must attend any mandatory Pre-Bid Conference and are encouraged to attend any non-mandatory Pre-Bid Conference to ensure their understanding of Owner's bidding and contracting requirements, particularly MBE/WBE Procurement Program requirements. If the Pre-Bid Conference is mandatory the Bidder must arrive and sign-in within fifteen (15) minutes of the scheduled start time of the meeting, otherwise the Bidder will not be allowed to submit a Bid for the project.

The persons listed below may be contacted for information regarding the Invitation for Bid. If the Bidder contacts any other City employee, including Council Members and members of Boards and Commissions, the Bidder may be found in violation of Ordinance No. 20111110-052, dated November 10, 2011, regarding Anti-Lobbying and Procurement. The text of that Ordinance may be viewed at <http://www.cityofaustin.org/edims/document.cfm?id=161145>.

#### AUTHORIZED CONTACT PERSONS

PROJECT MANAGER:	Phillip Jaeger	Telephone: (512) 972-0232 Email: <a href="mailto:phillip.jaeger@austintexas.gov">phillip.jaeger@austintexas.gov</a>
PROJECT OWNER:	Douglas Gilliland	Telephone: (817) 788-1000 Email: <a href="mailto:douglasg33@aol.co">douglasg33@aol.co</a>
CONTRACT COMPLIANCE REP.:	Monica Lopez	Telephone (512) 974-7057 Email: <a href="mailto:monica.lopez@austintexas.gov">monica.lopez@austintexas.gov</a>

**END**

**Bidding Requirements, Contract Forms and Conditions of the Contract**  
**LUMP SUM BID FORM**  
Section 00300L

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City Manager  
Austin, Texas

The undersigned, in compliance with the Invitation for Bids for construction of the following Project: Taylor Lane 0.1 MGD Wastewater Treatment Plant Project

(CIP ID# 3353.095) (IFB# 6100 CLMC600) for the City of Austin, Texas, having examined the Project Manual, Drawings and Addenda, the site of the proposed Work and being familiar with all of the conditions surrounding construction of the proposed Project, having conducted all inquiries, tests and investigations deemed necessary and proper; hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment, and incidentals, and to perform all Work required for construction of the Project in accordance with the Project Manual, Drawings and Addenda within the time indicated for the lump sum price of:

**MINIMUM WAGES:** Workers on Project shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) for Building Construction and Heavy and Highway Trades "AS APPLICABLE" and/or the \$13.03 minimum Wage required by City of Austin Ordinance No. 20160324-015, whichever is higher. The Total Minimum Wage required can be met using any combination of cash and non-cash qualified fringe benefits provided the cash component meets or exceeds the \$13.03 minimum wage required.

**EXCAVATION SAFETY SYSTEMS UNIT PRICES:** The undersigned Bidder agrees that the Base Bid for the Work includes the following amounts in the Bid for excavation safety systems as specified in Item Number 509S of the Specifications and in case of an authorized adjustment to the scope of Work, the following unit price(s) will be used in adjusting the Contract Amount:

<u>Quantity</u>	<u>Unit</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Amount</u>
4,500	LF	Trench Safety systems	\$ _____	\$ _____

**TOTAL BID**..... = \$ \_\_\_\_\_  
(Bid includes Allowances and Excavation Safety Systems Unit Prices, if applicable.)

**BID GUARANTY:** A Bid guaranty must be enclosed with this Bid, as required in Section 00020, in the amount of not less than five percent (5%) of the total Bid. Following the Bid opening, submitted Bids may not be withdrawn for a period of (90) Calendar Days. Award of Contract will occur within this period, unless mutually agreed between the parties. The Bid guaranty may become the property of the OWNER, or the OWNER may pursue any other action allowed by law, if:

- Bidder withdraws a submitted Bid within the period stated above;
- Bidder fails to submit the required post Bid information within the period specified in Section 00020 or 00100, or any mutually agreed extension of that period; or
- Bidder fails to execute the Contract and furnish the prescribed documentation (bonds, insurance, etc.) needed to complete execution of the Contract within five (5) Working Days after notice of award, or any mutually agreed extension of that period.

**TIME OF COMPLETION:** The undersigned Bidder agrees to commence work on the date specified in the written "Notice to Proceed" to be issued by the OWNER and to **substantially** complete construction of the improvements, as required by the Project Manual, Drawings and Addenda for the Work within two hundred forty (240) Calendar Days. **If a Substantial Completion date has been specified, the Bidder further agrees to reach Final Completion within thirty (30) Calendar Days after Substantial Completion as required by the Project Manual, Drawings and Addenda for the work.** The Bidder further agrees that should the Bidder fail to **substantially complete the Work or to finally** complete the Work within the number of days indicated in the Bid or as subsequently adjusted, Bidder shall pay the liquidated damages for each consecutive day thereafter as provided below; unless the OWNER elects to pursue any other action allowed by law.

**WAIVER OF ATTORNEY FEES:** In submitting its bid, in consideration for the waiver of its right to attorney's fees by the OWNER, the Bidder knowingly and intentionally agrees to and shall waive the right to attorney's fees under Section 271.153 of the Texas Local Government Code in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to any Contract awarded pursuant to this solicitation process.

**LIQUIDATED DAMAGES:** The Bidder understands and agrees that the timely completion of the described Work is of the essence. The Bidder and OWNER further agree that the OWNER's actual damages for delay caused by failure to timely complete the Project are difficult, if not impossible to measure. However, with respect to the additional administrative and consultant costs to be incurred by OWNER, the reasonable estimate of such damages has been calculated and agreed to by OWNER and Bidder. Therefore, the Bidder and the OWNER agree that for each and every **Calendar** Day the Work or any portion thereof, remains incomplete after the **Substantial Completion** date as established by the above paragraph, "Time of Completion", payment will be due to the Owner in the amount of one thousand dollars (\$ 1,000.00) per **Calendar** Day as liquidated damages, not as a penalty, but for delay damages to the OWNER. **If both Substantial and Final Completion dates have been specified, the Bidder and the OWNER further agree that for each and every Calendar Day the Work or any portion thereof, remains incomplete after the Final Completion date as established by the above paragraph, "Time of Completion", payment will be due to the OWNER in the amount of one thousand dollars (\$ 1,000.00) per Calendar Day as liquidated damages, not as a penalty, but for delay damages to the OWNER.** Such amount shall be deducted by the OWNER from any Contract payment due. In the event of a default or breach by the CONTRACTOR and demand is made upon the surety to complete the project, in accordance with the Contract Documents, the surety shall be liable for liquidated damages pursuant to the Contract Documents in the same manner as the CONTRACTOR would have been.

OWNER reserves the right to reject any or all Bids and to waive any minor informality in any Bid or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Bidders).

The undersigned acknowledges receipt of the following addenda:

Addendum No. 1 dated \_\_\_\_\_ Received \_\_\_\_\_  
 Addendum No. 2 dated \_\_\_\_\_ Received \_\_\_\_\_  
 Addendum No. 3 dated \_\_\_\_\_ Received \_\_\_\_\_  
 Addendum No. 4 dated \_\_\_\_\_ Received \_\_\_\_\_

#### **BID DOCUMENT EXECUTION AND ACKNOWLEDGEMENT:**

The undersigned Bidder certifies that he/she has read and understands the Section 00020 Invitation for Bids, the Section 00100 Instructions to Bidders, and all other

requirements applicable to the bidding process provided in the Bid and Contract Documents.

Bidder will initial each of the blanks set forth below to represent and certify that the Bidder has completed, executed, and enclosed the corresponding supplemental Bid Documents with its Bid.

**Bidder acknowledges and agrees by its signature below that in addition to any signatures required to be set forth in the following supplemental Bid Documents, Bidder is bound to the terms and conditions of each of the following documents, which are incorporated herein by reference:**

\_\_\_\_\_ 00440 Affidavit - Prohibited Activities

\_\_\_\_\_ 00475 Nonresident Bidder Provisions

\_\_\_\_\_ 00630 Non-Discrimination and Non-Retaliation Certificate

**(NOTE: THIS FORM MUST STILL BE SEPARATELY SIGNED AND PROPERLY NOTARIZED)**

\_\_\_\_\_ MBE/WBE Compliance Document

\_\_\_\_\_  
Secretary, \*if Bidder is a Corporation

\_\_\_\_\_  
Bidder

(Seal)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number / FAX Number

\_\_\_\_\_  
Email Address for Person Signing Bid

\_\_\_\_\_  
Email Address for Bidder's Primary Contact Person

\* Copy of Corporate Resolution and minutes with certificate of officer of Bidder as to authority of signatory to bind Bidder is to be signed and dated no earlier than one week before Bid date, and attached to this document.

**End**